

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Between

BOROUGH OF AVALON,
CAPE MAY COUNTY, NEW JERSEY

and

Local #59 OF THE NEW
JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
(Avalon Police Department)

January 1, 1979 through December 31, 1979.

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		
I	Recognition	1
II	Management Rights	2
III-A	Maintenance and Modification of Work Rules	3
III-B	Manpower	4
IV	Legal Reference	5
V	Association Rights and Privileges	6
VI	Civil Rights	8
VII	Retirement	9
VIII	Extra Contract Agreement	10
IX	Leaves of Absence	11
X	Dues Check-off	12
XI	Work Week and Overtime	13
XII	Vacations	15
XIII	Holidays	17
XIV	Sick Leave	18
XV	Insurance, Health and Welfare	20
XVI	Option to Return Time for Salary	21
XVII	Clothing Allowance	22
XVIII	Terminal Leave	23
XIX	Funeral Leave	24
XX	Military Leave	26
XXI	Grievance Procedure	27

Table of Contents (continued):

<u>ARTICLE</u>		<u>PAGE</u>
XXII	Qualification of Employment	31
XXIII	Commendation and Honorable Mention	32
XXIV	Permission to Leave the Borough	33
XXV	Patrol Cars	34
XXVI	Defective Vehicles	35
XXVII	Wages and Salaries	36
XXVIII	Longevity	37
XXIX	Probationary Period	38
XXX	Savings Bonds	39
XXXI	Court Time	40
XXXII	Mutual Cooperation Pledge	41
XXXIII	College Incentive Program	43
XXXIV	Fully Bargained Agreement	44
XXXV	Separability and Savings	45
XXXVI	Ambulance	46
XXXVII	Duration of Agreement	47

PREAMBLE

THIS AGREEMENT is made and entered into this First day, of March 1979, between the Borough of Avalon in the County of Cape May, hereinafter referred to as the Borough or employer and Local 59, Policemen's Benevolent Association, hereinafter referred to as the P.B.A.

WITNESSETH:

Whereas, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the P.B.A. to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both:

Now, Therefore, It Is Agreed as follows:

ARTICLE I
RECOGNITION

A. The Borough hereby recognizes the Association as the sole and exclusive representative for all Police Officers of the Borough of Avalon, including Patrolmen, Sergeants and Captain, and excluding the Chief and all others.

B. The title "Police Officer" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

ARTICLE III-A

MAINTENANCE AND MODIFICATION OF WORK RULES

1. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Police Department, Ordinances or Resolutions of the City pertaining to Police employees, or directives from the office of the Police Chief, or Director of Public Safety, which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement.

2. Proposed new rules or modification of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

ARTICLE III - B

MANPOWER

1. The police force shall be maintained at a strength not less than at present for the duration of this contract. Squads are to be kept at uniform strength at all times.

ARTICLE IV

LEGAL REFERENCE

A. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this Agreement, shall be duly enacted by the Board of Commissioners.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The employer agrees to grant time off to any employee designated by the P.B.A. to attend local, state, and international meetings or conventions, for the duration of the event and reasonable travel time, provided seventy-two (72) hours written notice is given to the employer by the P.B.A. No more than one employee shall be granted off at any one time. In the event a member of this bargaining unit is the official State Delegate for the P.B.A. Local #59, he shall be granted time off in accordance with this Section in addition to the one employee referred to herein.

B. Authorized representatives of the Association, not to exceed two (2) shall be permitted to visit Police Headquarters for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter Headquarters, it shall request such permission at least forty-eight (48) hours in advance, and such permission will not be unreasonable withheld, provided further that there shall be no interference with the normal operations of the business of Borough Government, or the normal duties of employees. Before entering the aforesaid premises, the authorized

Article V (continued):

representative shall notify the Chief of Police, or in his absence, his authorized representative.

C. During negotiations, authorized Association representatives, not to exceed four (4), may be excused from their normal work duties to participate in collective negotiations sessions that are mutually scheduled to take place during their regularly scheduled work time and shall suffer no loss of regular pay thereby.

ARTICLE VI
CIVIL RIGHTS

A. Employees shall retain all Civil Rights under
New Jersey State Law and Federal Law.

ARTICLE VII

RETIREMENT

A. Employees shall retain all pension rights under the New Jersey State Statute.

ARTICLE VIII
EXTRA CONTRACT AGREEMENT

A. The Borough agrees not to enter into any other agreement or contract with its employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IX
LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause, to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

B. The request for an unpaid leave in accordance with this Article, shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence. Such request shall be directed to the Commissioner of Public Safety and shall state the reasons for the leave. A request for leave shall not be unreasonably denied provided that a request for leave to take another position shall not be construed as good cause.

ARTICLE X
DUES CHECK-OFF

A. The Borough agrees to deduct P.B.A. dues upon receipt of a written notice from the employee; and, once a month will remit the monies collected for this purpose to the Financial Secretary of the Association. Dues shall be deducted from the first pay period of each month.

B. The P.B.A. shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the said written notice from the employee.

ARTICLE XI
WORK WEEK AND OVERTIME

A. The present work hours shall be continued in effect for the life of this Agreement.

B. Overtime:

Any authorized work assignment which requires the presence of a police officer in excess of his regularly scheduled tour of duty, shall be considered as overtime.

Overtime shall be compensated for at the premium rate of time and one-half in accordance with the following schedule:

0 to 15 Minutes - No compensation; thereafter any additional part of an hour shall compensate a full hour of overtime compensation.

A police officer may request compensatory time off in lieu of cash payment for overtime at the premium rate.

C. If an employee is called to duty on his regular day off, he shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours at the premium rate specified in paragraph "B" above. The Borough reserves the right to retain the employee on duty for the minimum time period.

Article XI (continued):

D. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the premium rate, provided said recall duty is not contiguous with the employee's normal shift. The employer shall have the right to retain the employee on duty for the minimum time period.

E. If an employee is placed on "stand-by" duty, he shall be compensated for such "stand-by" duty at compensatory time off at the straight time rate of pay.

F. An employee may request compensatory time off in lieu of cash payment for time worked in accordance with Paragraphs "C" and "D" above.

G. If an employee is recalled to duty while on vacation leave or a regularly schedule long weekend off (8:00 A.M. Wednesday - 4:00 P.M. Monday), he shall be compensated at straight time for said day and be granted one compensatory day for each full work day called back, to be taken during the designated vacation period as set forth in Article XII of this Agreement, in lieu of said vacation day or long weekend day off.

ARTICLE XII

VACATIONS

A. All covered employees shall be entitled to an annual vacation in accordance with the following schedule:

<u>Years Of Service</u>	<u>Number Of Work Days</u>
0 through 1 (If hired before April 2)	7
1 through 15	14
16 through 24	21
25 and over	28

(1) For the duration of this Agreement, no employee shall receive less vacation time than was received during calendar year 1978. In addition, any employee scheduled by virtue of achieving his second, tenth, or twenty anniversary date during calendar year 1979, to move to 14, 21 or 28 days vacation, shall suffer no loss by virtue of of the vacation entitlement scheme set forth above.

B. Vacation periods shall be from Monday following Labor Day to the Friday preceding Memorial Day; and Monday through Friday only during the first two weeks of June following Memorial Day, if work pressure permits. In his discretion, the Chief may extend the vacation period to include the Tuesday through Friday following Labor Day, if work pressure permits.

C. A Vacation schedule shall be promulgated by the Chief of Police which shall permit every employee to receive their vacation period. Selection of vacations under this schedule shall be made first in accordance with rank, and if more than one employee of the same rank is employed on the same squad, then in accordance with seniority.

D. Vacation must be taken with the employee's pick, which it is earned in accordance with the employee's pick, unless the needs of the department was such as to deny the employee his full vacation during the period earned.

ARTICLE XIII

HOLIDAYS

A. Employees shall be entitled to fifteen (15) holidays. Holidays shall be compensated for by granting compensatory time off on a straight time basis.

B. The following holidays shall be recognized:

- | | |
|---|--------------------------------|
| 1. New Years Day | 9. Veteran's Day |
| 2. Lincoln's Birthday | 10. General Election Day |
| 3. Washington's Birthday
(Third Monday in February) | 11. Thanksgiving Day |
| 4. Good Friday | 12. Day after Thanksgiving Day |
| 5. Memorial Day | 13. Christmas Day |
| 6. Independence Day | 14. Municipal Election Day. |
| 7. Labor Day | 15. Martin Luther King Day. |
| 8. Columbus Day | |

C. Compensatory time may be taken in increments of either the first four (4) hours of the shift or the second four (4) hours of the shift only.

ARTICLE XIV

SICK LEAVE

A. If an employee is incapacitated and unable to work because of an injury incurred while on duty, he shall be entitled to injury leave with full pay and accrued of full employment entitlements during the period in which he is unable to perform his duties, as certified by the employee's own doctor.

B. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

C. Sick leave shall accrue to any full time employee on the basis of twelve (12) working days per year for each calendar year of employment to a maximum of one hundred and twenty (120) accumulative days.

D. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave where patterns of use or other evidence makes abuse of sick leave likely, notwithstanding

ARTICLE XV
INSURANCE, HEALTH AND WELFARE

A. The Borough shall continue to provide the Blue Cross/Blue Shield, including Rider J and Major Medical, for the employee and his family as defined in existing contracts.

B. The Borough shall provide the employee with false arrest insurance of one hundred thousand dollars (\$100,000.) and three hundred thousand dollars (\$300,000.) per incident.

C. The Borough shall provide liability insurance coverage for employees acting in the course of their employment, including the operation of their private vehicles in the course of such employment.

D. The Borough shall supply to all employees, necessary legal advice and counsel, in defense of charges filed against them in performance of their duties, in accordance with applicable New Jersey Statutes. In the event an employee utilizes counsel other than that supplied by the Borough, any fees and costs should be first agreed upon by the attorney and the Borough.

ARTICLE XVI

OPTION TO RETURN TIME FOR SALARY

A. Any employee of this Department shall have the option upon proper notice to the Commissioner prior to October first of receiving salary in lieu of vacation or compensatory time. This shall apply for a maximum of seven (7) working days. Payment is to be made in the first pay in December of the current year.

ARTICLE XVII

CLOTHING ALLOWANCE

A. The Borough shall continue to furnish uniforms as heretofore.

B. Non-uniformed members of the Department shall receive \$300.00 annually as a clothing allowance. These monies shall be made available to the men upon a receipt turn-in basis.

C. Uniforms damaged in the line of duty shall be immediately reported to the Duty Sergeant and upon confirming investigation by the Borough, shall be replaced with items of equal value.

D. Summer Detectives, non-uniformed, and not already receiving a clothing allowance, shall receive \$100.00 annually as a clothing allowance. This money shall be made available to said individual upon a receipt turn-in basis.

ARTICLE XVIII

TERMINAL LEAVE

A. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring employee. Terminal leave shall be computed retroactive to January 1, 1973. An employee must be employed a minimum of ten (10) years before becoming eligible to receive terminal leave payments as set forth above.

ARTICLE XIX
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day of the funeral, but in no event to exceed five (5) days.

B. Immediate family for purposes of paragraph "A" shall be defined as follows:

Wife, child, step-child, parents, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, aunt, uncle and legal guardian.

C. In the event of a serious illness, including child birth, in the employees' immediate family which requires the attendance of that employee at home during work time, the employee shall be permitted up to three (3) days per annum leave with no loss of pay. In the event of a Baptism, First Communion, confirmation, graduation or marriage which requires the attendance of the employee during work, time for a child or member of the immediate family, one (1) day shall be granted. In the event an employee has an active part in such ceremony the employee may take the day off and have it charged to compensatory time.

Article XIX (continued):

D. In the event the employee requires additional time off for personal reasons, such time off may be granted upon request to the Commissioner of Public Safety.

ARTICLE XX
MILITARY LEAVE

A. Any employee called into the armed forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

Article XXI (continued):

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days after the occurrence of the aggrievable event by discussing the grievance with the Chief of the Department or his designee.

2. The Chief shall render a decision within five (5) working days after receipt of a grievance.

Step Two:

1. If the grievance is not settled through Step One, it shall be reduced to writing by the P.B.A. and submitted to the Commissioner of Public Safety or his designee within five (5) working days following the determination by the Chief.

2. The Commissioner of Public Safety or his designee shall render a decision in writing within five (5) working days from receipt of a grievance.

Step Three:

1. If the grievance is not settled through Steps One or Two, either party may refer the matter to the State

Article XXI (continued):

Board of Mediation within ten (10) days after the determination by the Commissioner of Public Safety. An arbitrator shall be selected pursuant to the rules of the State Board of Mediation.

2. However, an arbitration hearing shall be scheduled no sooner than thirty (30) days after the final decision of the Commissioner of Public Safety. In the event the aggrieved elects to pursue his right to a trial, de novo, under Title 40, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

4. The costs for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. The decision of the arbitrator shall be final and binding on both parties.

Article XXI (continued):

D. Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present at any scheduled hearing and further provided that no settlement with any such individual employee shall violate this Agreement.

E. The Department representative shall be released from duty to participate in official steps of the grievance procedure and shall suffer no loss of regular pay thereby.

ARTICLE XXII

QUALIFICATION OF EMPLOYMENT

A. All standards presently in effect for entrance to the position of patrolman shall be maintained and not less than the present standards.

ARTICLE XXIII

COMMENDATION AND HONORABLE MENTION

A. At the discretion of the Commissioner of Public Safety, compensatory time for the following rewards shall be granted:

1. For Honorable Mention - one (1) day and for Commendation - two (2) days.

ARTICLE XXIV

PERMISSION TO LEAVE THE BOROUGH

A. The employees may leave the Borough during time off without receiving permission unless instructed otherwise at any specific emergency situation.

ARTICLE XXV

PATROL CARS

A. The Borough agrees to provide air conditioned cars with AM radios and rear window defrosters.

ARTICLE XXVI

DEFECTIVE VEHICLES

A. Responsibility for defective vehicles shall remain with all Squad Sergeants, who shall daily check said vehicles in accordance with, the Chief's Order of February 4, 1977.

B. It shall be the obligation of the Police Officers assigned to a vehicle to change flat tires in the event there are no service station facilities available and the Municipal Garage is not available to perform the service.

ARTICLE XXVII

WAGES AND SALARIES

A. The salaries for patrolmen shall be as follows:

	1979
First Year Patrolman	\$ 13,973.05
Second Year Patrolman	\$ 14,597.15
Third Year Patrolman	\$ 15,220.30
Fourth Year Patrolman	\$ 16,094.20

B. The salaries for sergeants shall be as follows:

1979
\$ 17,341.40

C. The salary for the captain shall be as follows:

1979
\$ 18,588.60

D. Exclusive of salary, Detectives shall receive an annual stipend of \$ 300. 00 for said assignment.

ARTICLE XXVIII

LONGEVITY

- A. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of the employees' base pay for every four (4) years of service to a maximum of ten percent (10%). Longevity pay shall be computed from the original date of full time employment.

ARTICLE XXIX
PROBATIONARY PERIOD

A. Probationary employees shall be governed by Ordinance 4-12 of the Revised General Ordinances of the Borough of Avalon.

B. When an employee advances in rank, the employee will serve a probationary period of one (1) year in that rank before being made permanent. If an employee is reduced in rank or terminated within the first six (6) months of the probationary period, he shall have no recourse to the Grievance Procedure.

ARTICLE XXX
SAVINGS BONDS

A. Upon proper written authorization, the Borough shall deduct appropriate amounts so specified by the employee from his pay check to be used in purchasing saving bonds for said employee.

ARTICLE XXXI

COURT TIME

A. Should it become necessary for an employee to appear in court on official Borough business during other than regular work hours, he shall be paid as follows:

For a County, Superior Court, or Agency Hearings, he shall receive time and one half pay for each hour in court, or compensatory time, with a two hour minimum guarantee.

For Municipal Court, he shall receive a minimum of two hours straight time pay or compensatory time.

B. The Borough may require a police officer to issue traffic summonses returnable on a day on which that police officer will be on duty.

ARTICLE XXXII

MUTUAL COOPERATION PLEDGE

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance or the employees' duties of employment), work stoppage, slow-down walkout or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of any strike, slow-down, walk-out, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow-down, walk-out, or other illegal job action against the Borough.

Article XXXII (continued):

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

E. No employee shall be reprimanded in such a manner in which shall cause him public embarrassment.

F. All reprimands shall be delivered through the chain of command.

G. No employee shall be disciplined without just cause.

ARTICLE XXXIII

COLLEGE INCENTIVE PROGRAM

A. Police officers shall receive \$15.00 per credit added to their annual salary for credits successfully completed at an accredited institution of higher learning in Law Enforcement or in courses leading to a degree in Law Enforcement or Police Science, up to a maximum of forty (40) credits earned through the calendar year 1977 and up to a maximum of forty-five (45) credits for credits earned through the calendar year ~~1978~~. 1979 OK Comm. *Chas P. Quinn*

B. The Borough shall compute said credits annually during the month of December and make said payment in a lump sum prior to the close of that calendar year.

C. In the event the State legislature passes legislation mandating payment for such credits on a fifty percent (50%) State contribution system, the amount of contribution provided shall be in addition to the \$15.00 to be paid by the Borough.

ARTICLE XXXIV
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect. In the event any provision providing a direct economic benefit is declared invalid the parties agree to negotiate a provision in replacement thereof.

ARTICLE XXXVI

AMBULANCE

A. Employees shall only man the ambulance on runs to the following hospitals:

1. Shore Memorial
2. Burdette Tomlin Memorial

ARTICLE 1

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1979 and shall remain in effect to and including December 31, 1979, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing ninety (90) days prior to the expiration date of this Agreement of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER SET THEIR HANDS AND SEALS AT AVALON, NEW JERSEY ON THIS First DAY OF March NINETEEN HUNDRED AND SEVENTY-NINE.

Borough of Avalon

Cape May County, New Jersey

Ernest A. Pomarico
MAYOR

Attest:

Dorothy R. Brennan
Deputy Borough Clerk

Local # 59 Of the New Jersey
State Policemen's Benevolent
Association

Sgt. Charles W. Smith
Ed. J. L. Smith

William E. Helmer
John E. Helmer

Attest:

Dorothy R. Brennan